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8 and Deputy Vincent Cisneros

9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 EDUARDO CERVANTES,

14 Plaintiff,

15 vs.
16

17 COUNTY OF LOS ANGELES,
18 Deputy PAUL CRUZ #412035
individually and as a peace officer,
19 DEPUTY VICTOR CISNEROS
#519470 individually and as a peace
20 officer, DOES 1-10,

21 Defendants.
22

Case No. CV 12-09889 DDP (MRWx)

~~PROPOSED~~ PROTECTIVE
ORDER

*[Stipulation for Protective Order filed
concurrently herewith]*

**MATTER FOR DETERMINATION
BEFORE THE HONORABLE
MICHAEL R. WILNER**

[PROPOSED] ORDER

Based upon the Stipulation of the parties and good cause appearing therefore, **IT IS HEREBY ORDERED AS FOLLOWS:**

1. Good Cause Statement and Confidential Materials. Defendants and Plaintiff have agreed that the below-listed categories of documents shall be designated confidential documents and/or writings because Defendants believe, in good faith, that these documents and/or writings are protected by the Official Information Privilege and Defendants' rights of privacy, or are otherwise privileged and confidential. Confidentiality will be accomplished by affixing a legend to any responsive document or writing, such as "Confidential", "Confidential Documents," "Confidential Material" or words of similar effect. Documents and writings so designated (hereinafter, collectively, "Confidential Information"), shall be treated in accordance with the terms of this Order.

2. Confidential Information. This Protective Order shall apply to all Confidential Information produced by Defendants (the "Disclosing Party") to Plaintiff (the "Receiving Party"), specifically including but not limited to information and documents contained in the Defendants' confidential personnel files. The Confidential Information may be contained in originals and copies of relevant interrogatory responses obtained from Defendants in this matter; originals and copies of relevant documents responsive to the Plaintiff's requests for production of documents obtained from Defendants in this matter; and originals and copies of transcripts, video recordings, and audio recordings of any deposition taken in this matter during which the Confidential Information is used, mentioned, reviewed, discussed, or referred to. The Confidential Information shall be subject to this Protective Order as follows:

3. Storage Of Confidential Information. Immediately upon production by the Disclosing Party, attorneys for the Receiving Party shall personally secure

1 and maintain the Confidential Information in their possession. The Confidential
2 Information shall not, under any circumstances, be left in an open or unsecured
3 location where unauthorized persons (such as unauthorized employees of counsel,
4 cleaning personnel, etc.) might have access to them.

5 4. Confidential Information Legend. All documents containing
6 Confidential Information shall be stamped "CONFIDENTIAL,"
7 "CONFIDENTIAL DOCUMENTS," "CONFIDENTIAL MATERIAL" or words
8 of similar effect.

9 5. Limitation Of Use Of Confidential Information. Attorneys for the
10 Receiving Party shall not cause or knowingly permit disclosure of the contents of
11 the Confidential Information, in any manner, including orally, beyond the
12 disclosure permitted under the terms and conditions of this Order. Any such
13 disclosure shall be construed as a violation of this Order, except when used for
14 purposes of this litigation as described in Paragraph Nos. 8 and 9 of this Order.

15 6. Testimony Regarding The Confidential Information. In the case of
16 depositions, any party may orally, during the deposition, designate all or any
17 portion of the deposition testimony given in this litigation as Confidential
18 Information. Any questions intended to elicit testimony regarding the contents of
19 the Confidential Information shall be conducted only in the presence of persons
20 authorized to review the Confidential Information as provided in this Order. Any
21 deposition transcript containing such questions and testimony shall be subject to
22 the same protections and precautions applicable to the Confidential Information.

23 7. Inadvertent Disclosure. If the Disclosing Party inadvertently
24 produces any Confidential Information without designating it as such, it may be
25 remedied by (1) promptly notifying all other parties of the error; and (2)
26 providing a substitute copy of the Confidential Information with a proper legend.
27 In that event, the parties receiving the inadvertently produced undesignated
28 Confidential Information will: (1) return the previously produced Confidential

1 Information and destroy all copies thereof; and (2) if the party had already
2 disseminated the Confidential Information to any person, the party will notify all
3 such persons in writing of the need to return such Confidential Information and
4 not to further disseminate it.

5 8. Limitations On The Non-Litigation Use Of Confidential
6 Information. The secrecy and confidentiality of the Confidential Information
7 exchanged during discovery in this action shall be maintained, and all
8 Confidential Information exchanged will be used solely for the litigation of this
9 action. Specifically, the Receiving Party may not use such documents, records, or
10 other information (or the contents thereof) for any other purpose, including use as
11 background material, or for inclusion in books, magazines, newspapers, or other
12 publications. The Receiving Party is prohibited from placing any of the
13 Confidential Information on the internet or providing any of the Confidential
14 Information to any category of persons not designated in Paragraph No. 10 of this
15 Order.

16 9. Court Filings. If necessary in the judgment of attorneys for
17 Receiving Party, said attorneys may show or reveal the contents of the
18 Confidential Information to the court only pursuant to Local Rule 79-5.1.
19 However, nothing in this paragraph shall be construed to bind the Court so as to
20 limit or prevent the publication of any Confidential Information to the jury or
21 factfinder, at the time of trial of this matter, where the Court has deemed such
22 Confidential Information to be admissible into evidence.

23 10. Other Persons Authorized To Review Confidential Information. The
24 Parties' attorneys of record may be permitted to see originals and obtain copies of
25 the Confidential Information covered by this Order. Also, Defendants, including
26 officers, directors, employees, and experts thereof may be permitted to review the
27 Confidential Information. Additionally, paralegals, secretaries, expert witnesses,
28 and other individuals and entities that may be employed or retained by the

1 Receiving Party to assist in the preparation and/or the litigation of this action may
 2 be permitted to see originals and obtain copies of the Confidential Information
 3 covered by this Order, provided such experts and employees have first executed
 4 the written statement set forth in Paragraph No. 11 below, and comply with the
 5 provisions of that section. Plaintiff shall be authorized to review Confidential
 6 Information, subject to the limitations set forth in Paragraph No. 12.

7 11. Applicability Of Order To Other Persons. Prior to the disclosure of
 8 any Confidential Information to any person described above, attorneys for the
 9 Receiving Party who seeks to use or disclose such Confidential Information shall
 10 first provide any such person with a copy of this Order, and shall cause him or her
 11 to execute the following acknowledgment:

12 “I, _____, do solemnly swear that
 13 I am fully familiar with the terms of the Protective Order entered
 14 in this action, *Eduardo Cervantes v. County of Los Angeles, et*
 15 *al.*, United States Central District Court Case No. CV 12-09889
 16 DDP (MRWx), and I hereby agree to comply with and be bound
 17 by the terms and conditions of the said Order with respect to the
 18 handling, use and disclosure of any Confidential Information. I
 19 understand that I may be subject to penalties for contempt of
 20 Court if I violate this Order and hereby consent to the
 21 jurisdiction of said Court for purposes of enforcing this Order.
 22 I declare under penalty of perjury under the laws of the State of
 23 California and the United States of America that the foregoing is
 24 true and correct.

25 Dated: _____

26 Signature: _____”

27 This written requirement applies to, but is not limited to, paralegals,
 28 secretaries, expert witnesses, and other individuals and entities that may be

1 employed or retained by the Receiving Party's counsel to assist in the preparation
2 and/or the litigation of this action. The Receiving Party's counsel shall be
3 responsible for maintaining the signed original of each such written statement
4 until the conclusion of these proceedings, including any appeal.

5 12. Plaintiff's Possession of Materials And Redaction Of Defendants'
6 Personal Identification Information. Plaintiff may not have possession of any
7 Confidential Information, or material derived therefrom, during any period of
8 incarceration in jail or prison. Further, any personal identifying information
9 (including, but not limited to, home addresses, home telephone numbers, personal
10 cell phone numbers, dates of birth, social security numbers, and drivers' license
11 numbers) of any individual Defendant or other law enforcement officer, contained
12 in any Confidential Information produced or maintained pursuant to this Order,
13 shall be redacted. Any Confidential Information that contains any inadvertently
14 unredacted personal identifying information will be subject to the procedures set
15 forth in Paragraph No. 7 of this Order. Plaintiff's attorneys or agents may not
16 share any of the Defendants' personal identifying information with Plaintiff.

17 13. No waiver of objections. Nothing in this Order constitutes any
18 decision by the Court concerning any pending or future potential discovery
19 disputes, or the admission into evidence of any specific document or testimony,
20 or liability for payment of any costs of production or reproduction of documents.
21 This Order also does not constitute a waiver by any party of any right to object to
22 any discovery, or admission into evidence, of any document, record, testimony or
23 other information that is subject to this Order. Nor do Defendants waive any
24 privileges or privacy rights, including, but not limited to, the investigatory files or
25 official information privileges, *see, e.g., Weiner v. FBI*, 943 F. 2d 972, 985 (9th
26 Cir. 1991), or *Miller v. Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering
27 into this Order.

1 14. Subpoena for Confidential Information. In the event that the
2 Receiving Party or his counsel receives a subpoena, discovery request, or other
3 legal process seeking production of Confidential Information, the Receiving Party
4 must give prompt written notice to the Disclosing Party. The Receiving Party
5 shall inform the person or entity seeking the information of the existence of this
6 Order and shall not produce the Confidential Information absent a Court Order
7 requiring such production.

8 15. Return of Confidential Information. Not more than thirty (30)
9 calendar days after the conclusion (including all appeals) of this case, the
10 Receiving Party, his counsel, and every other person and/or entity who received
11 originals or copies of the Confidential Information, shall return all originals and
12 copies of the Confidential Information, and material derived therefrom, including,
13 but not limited to, all log(s) of persons authorized to review the protected
14 documents and the written statement(s) acknowledging the terms and provisions of
15 this Order pursuant to Paragraph No. 11 of this Order, to the Disclosing Parties care
16 of:

17 Daniel S. Cha, Esq.
18 LAWRENCE BEACH ALLEN & CHOI, PC
19 2677 North Main Street, Suite 370
20 Santa Ana, California 92705

21 Alternatively, the Receiving Party, his counsel, and every other person
22 and/or entity who received originals or copies of the Confidential Information may
23 destroy all such material and material derived therefrom within thirty (30) calendar
24 days after the conclusion of this case. If Receiving Party, his counsel, or every
25 other person and/or entity who received originals or copies of the Confidential
26 Information destroy all such material and material derived therefrom within thirty
27 (30) calendar days after the conclusion of this case, in lieu of returning the
28 originals or copies of the Confidential Information, counsel for Receiving Party
must inform Disclosing Parties of the destruction of all originals and copies of the

1 Confidential information and material derived therefrom, in writing, within
2 fourteen (14) calendar days of the destruction of all the Confidential Information
3 and material derived therefrom.

4 This case has concluded when (i) a final judgment has been entered by the
5 Court or the case has otherwise been dismissed with prejudice; (ii) the time for
6 any objection to or request for reconsideration of such a judgment or dismissal
7 has expired; (iii) all available appeals have concluded or the time for such appeals
8 has expired; and (iv) any post appeal proceedings have themselves concluded.

9 16. Survivability of Order. This Order shall survive the termination of
10 this action, and the Court shall retain jurisdiction to enforce it.

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12 IT IS SO ORDERED.

13 May 12, 2014

/s/ Judge Wilner

14 Dated: _____

15 Honorable Michael R. Wilner
16 United States Magistrate Judge
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